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DATE FILED: 12/5/19

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

JEFFREY LEONARD, IN HIS CAPACITY AS  
TRUSTEE OF THE POPLAWSKI 2008  
INSURANCE TRUST; PHILLIS POPLAWSKI;  
and PBR PARTNERS, on behalf of themselves  
and all others similarly situated

Plaintiffs,

vs.

JOHN HANCOCK LIFE INSURANCE  
COMPANY OF NEW YORK and JOHN  
HANCOCK LIFE INSURANCE COMPANY  
(U.S.A.)

Defendants.

*COURTESY COPY*  
Def'ts' motion is denied. No privacy interest is advanced. Thus, the settling non-party does not join the motion. Def'ts' argument that settlement will hinder its ability to settle is speculative.  
12-5-19  
Alvin K. Hellerstein

Civil Action No. 18-cv-04994-AKH



**MOTION TO MAINTAIN**  
**CONFIDENTIAL SETTLEMENT MATERIAL UNDER SEAL**

Pursuant to Paragraph 12 of the November 13, 2018 Court-approved Stipulated Confidentiality Agreement and Protective Order (the "Protective Order"), Defendants John Hancock Life Insurance Company of New York and John Hancock Life Insurance Company (USA) (together, "John Hancock") hereby move to maintain under seal redacted portions of the Parties' November 8, 2019 joint discovery letter, Dkt. No. 81, and the attached exhibit, Dkt. No. 81-1 (the "Confidential Settlement Material").

Maintaining the Confidential Settlement Material under seal "is essential to preserve higher values and is narrowly tailored to serve that interest." *Bernstein v. Bernstein Litowitz Berger & Grossmann LLP*, 814 F.3d 132, 144 (2d Cir. 2016) (internal quotation mark omitted); *see also* Individual Rules of Honorable Alvin K. Hellerstein, Rule 4(A). The weak presumption of public access that attaches to documents filed in connection with discovery motions, like the Confidential Settlement Material, is outweighed in this case by substantial interests in (1) promoting the

confidentiality of settlement negotiations and any resulting agreements in order to facilitate settlement; and (2) protecting a non-party's privacy interests. John Hancock's request to maintain the Confidential Settlement Material under seal is narrowly tailored because it is no broader than necessary to safeguard those interests.

John Hancock therefore respectfully requests that the Court maintain under seal the redacted portions of the Parties' joint discovery letter, Dkt. No. 81, and the attached exhibit, Dkt. No. 81-1.

Respectfully,

Dated: November 19, 2019

/s/ Andrea J. Robinson  
Andrea J. Robinson  
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*Attorneys for John Hancock Life Insurance Company  
of New York and John Hancock Life Insurance  
Company (U.S.A.)*

Judge wrote:

“Defendants’ motion to seal is denied. No privacy interest is advanced. Thus, the settling non-party does not join the motion. Defendants’ argument that disclosure will hinder its ability to settle is speculative.

12-5-19

Alvin K. Hellerstein”